a sum of money. The defendant, having been convicted for aiding and abetting a robbery, brought error on the ground that his offence, if any, was extortion. *Held,* that there was no error. *State v. Casto* (1922, Wash.) 207 Pac. 952.

This case seems sound since extortion is the corruptly demanding or receiving for services money not due by law; and as a general rule can be committed only by an officer under color of his office. 2 Bishop, New Criminal Law (8th ed. 1892) 225; *Holt v. State* (1912) 11 Ga. App. 34, 74 S. E. 560; *State v. Cooper* (1908) 120 Tenn. 549, 113 S. W. 1048; but see 2 Bishop, *op. cit.* 227.

CRIMINAL LAW—HYDRO-AEROPLANE NOT A FLOATING STRUCTURE.—A New York statute made it a misdemeanor to operate on certain lakes a "boat, barge, vessel or other floating structure" if "propelled . . . . by an engine operated by the explosion of gas . . . . without . . . . a muffler . . . ." N. Y. Laws, 1917, ch. 305, sec. 1500a. The relator, a pilot of a hydro-aeroplane, was convicted of violating the statute, and appealed. *Held,* that a hydro-aeroplane was not a "floating structure" within the meaning of the statute. *New York, ex rel. Cushing v. Smith,* (1922, Sup. Ct.) 119 Misc. 294.

For the jurisdiction of admiralty over these amphibious "vessels," see (1922) 31 YALE LAW JOURNAL, 437.

DAMAGES—QUASI-CONTRACT—EMPLOYEE'S REMEDIES UPON A WRONGFUL DISCHARGE.—The defendant, having been engaged by a third party to clear certain land, employed the plaintiff to help him. It was agreed that the defendant should receive $3.50 per day as the work progressed and an additional sum at the rate of $3.50 per day at the completion of the work, provided the enterprise proved sufficiently profitable. It was further agreed that the net profit or loss should be divided equally between the parties. The defendant wrongfully discharged the plaintiff and finished the work alone, to his loss. The plaintiff, having been paid but $3.50 per day, sued for an additional sum at the rate of $3.50 per day as the reasonable value of his services. *Held,* that the action would not lie. *Bailey v. Furleigh* (1922, Wash.) 208 Pac. 1091.

In labor cases reasonable value is not usually determined by the value of the product of the labor to the defendant. *San Francisco Bridge Co. v. Dumbarton Land Co.* (1897) 119 Calif. 272, 51 Pac. 335; *Mooney v. York Iron Co.* (1890) 82 Mich. 263, 46 N. W. 376. It is to be observed in the present case that the plaintiff would have been subject to his half of the net loss if he had completely performed the contract. It seems, however, that this defense should not be available to a wrongful repudiator. *Knotts v. Clark Construction Co.* (1918) 161 C. C. A. 217, 249 Fed. 181; but see *Wellston Coal Co. v. Franklin Paper Co.* (1897) 57 Ohio St. 182, 48 N. E. 888; Woodward, *Quasi-Contracts* (1913) 432, note 1.

HUSBAND AND WIFE—WIFE CANNOT SUE HUSBAND FOR NEGLIGENCE.—The plaintiff, while riding with the defendant at his invitation, was injured by reason of his negligent operation of the automobile. She brought this action to recover damages for injuries sustained on that occasion. The action was commenced by the service of a summons. Thereafter, and before the complaint was served, the plaintiff married the defendant, a fact which was alleged in the complaint. *Held,* that the complaint stated no cause of action. *Newton v. Weber* (1922, Sup. Ct.) 119 Misc. 240, 196 N. Y. Supp. 113.

Although neither spouse had a right of action at common law against the other for a personal tort, many courts, through a liberal construction of the married women's acts, permit such an action to be maintained. *Prosser v. Prosser* (1919) 114 S. C. 45, 102 S. E. 787; *Cromwell v. Cromwell* (1920) 180 N. C. 516, 105 S. E. 206; *contra, Woltman v. Woltman* (1922, Minn.) 189 N. W. 1022; see (1918) 27 YALE LAW JOURNAL, 1081; (1920) 30 *ibid.* 188; Albertsworth, *New*